



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

April 10, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**JOHN ANSON FORD AMPHITHEATRE SHUTTLE SERVICE
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for John Anson Ford Amphitheatre Shuttle Service for a total amount not to exceed \$123,150 for the 3-year term (\$41,050 annually) to Parking Company of America, LLC, located in Downey, California. This contract will be for a term of three years commencing on May 1, 2007, with two 1-year renewal options, not to exceed a total of five years. For the first contract year, \$41,050 is available in the Top-of-Pot Proposition A Local Return Transit Program in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and requested in the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget administered by Public Works.
3. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract, if required.

4. Delegate authority to the Director to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to approve contractor's entity change; to approve and execute amendments, including necessary changes to the scope of work; and to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for as-needed and intermittent transit services that will transport audiences from between the John Anson Ford Amphitheatre and the Universal City Metro Rail Station Parking Lot during the performance season. The work to be performed will include, without limitation, providing executive and administrative management; employing and supervising of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; administration of training and safety programs; maintaining and repairing of service vehicles and equipment; assisting in public relations and promotions; preparing reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operators, facilities, equipment, parts, and supplies required in the operation of service, unless specifically identified to be contributed by the County. Public Works has contracted for this service since 1995. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. This contract is for a total amount not to exceed \$123,150 for the 3-year term (\$41,050 annually), plus an additional 25 percent per contract year for unforeseen, additional work within the scope of the contract. This amount is based on the hourly service rate quoted by the contractor and our estimated annual utilization of the contractor's services. This contract will commence on May 1, 2007, for a period of three years, with two 1-year renewal options. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed five years.

The necessary funds for the first contract year are available from the Top-of-Pot Proposition A Local Return Transit Program in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and requested in the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget. Funds to finance the second and third contract years and the contract's renewal years will be made available through Public Works' annual budget process.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA pursuant to Public Resources Code § 21080 (b)(10).

CONTRACTING PROCESS

On January 10, 2007, Public Works solicited proposals from 164 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure C), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP of this contracted service was submitted on January 10, 2007, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On February 7, 2007, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria

described in the RFP, which included the price, experience, work plan, references, equipment, and driver's safety record. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Parking Company of America, LLC, located in Downey, California.

Enclosure B reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is currently contracted with the private sector.

The Honorable Board of Supervisors
April 10, 2007
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CONCLUSION

Upon approval, please return one adopted copy of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR

JOHN ANSON FORD AMPHITHEATRE SHUTTLE SERVICE

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and PARKING COMPANY OF AMERICA, LLC, a limited liability company (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 7, 2007, hereby agrees to provide services as described in the attached specifications for John Anson Ford Amphitheatre Shuttle Service, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, John Anson Ford Amphitheatre Shuttle Service Route; Exhibit F, 2006 Ford Theatre Shuttle Schedule; Exhibit G, Minimum Required Contractor Vehicle Specifications; Exhibit H, Controlled Substance and Alcohol Testing Program; Exhibit I, Vehicle Appearance/Cleanliness Checklist; Exhibit J, Terminal Manager's Compliance Checklist; Exhibit K, Transit Security Plan; Exhibit L, Daily Bus Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$41,050 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that this Contract would be awarded to the highest-rated contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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FIFTH: This Contract's initial term shall be for a period of three years commencing on May 1, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. CONTRACTOR shall submit monthly operation cost claims (Exhibit A, H. Rates and Compensation) to COUNTY along with documentation and all required reports in the form and number required by COUNTY no later than the 15th day of the following months for payment. Operating costs shall be submitted as amount due to CONTRACTOR. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

PARKING COMPANY OF AMERICA,
LLC

By _____
Its Managing Member

Type or Print Name

FORM PW-9

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: PCAM, LLC

My County (WebVen) Vendor Number: 51250301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:

☐ Sole

☐ Partnership

☐ Corporation

☐ Nonprofit

☐ Franchise

☒ Other (Please Specify): Limited Liability Company

Total Number of Employees (including owners): 1,284

Race/Ethnic Composition of Firm: Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	66.67 %	%	%	%	%
Women	%	33.33 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veterans	Expiration Date
Los Angeles County	X				11/2007

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Chief Executive Officer	Date: February 7, 2007
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Equal Employment Opportunity Employer Information Report EEO-1 Worksheet As of 02/05/2007

Date: 02-05-2007

Company Code: 89T

Job Categories	Total	MALE					FEMALE					
		White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native	(F)	White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)		
Officer/Manager	1			1								
Professional												
Technician												
Sales worker												
Office/Clerical												
Craftsman	13			5	6					2		
Operative	72	7	1	22	37	1	2	2				
Laborer	2			2								
Service worker	4			2	2							
TOTAL	92	7	1	31	46	1	2	4				
Previous Totals												
White collar	37	3		17	17							
Production												

Company Code: LYK

Job Categories	Total	MALE					FEMALE				
		White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native	White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
Officer/Manager (1)	48	20	2	19	2		2		3		
Professional (2)	3			1	1					1	
Technician (3)											
Sales worker (4)											
Office/Clerical (5)	34	2	1	4	3		4	2	16	2	
Craftsman (6)	62	22	4	14	2		4	2	9	5	
Operative (7)	509	112	40	145	54		27	30	76	25	
Laborer (8)	11	1		9	1						
Service worker (9)	122	39	6	41	21	2	1	4	5	3	
TOTAL (10)	789	196	53	233	84	2	38	38	109	36	
Previous Totals (11)											
White collar (12)	366	75	21	97	42	2	25	23	58	23	
Production (13)											

ENCLOSURE C

Bid Detail Information

Bid Number : PW-ASD 646

Bid Title : JOHN ANSON FORD AMPHITHEATRE SHUTTLE SERVICE (2007-AN008)

Bid Type : Service

Department : Public Works

Commodity : BUS - TRANSIT (COACH - TOURING) CUSTOM

Open Date : 1/10/2007

Closing Date : 1/24/2007 1:00 PM

Bid Amount : N/A

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the John Anson Ford Amphitheatre Shuttle Service (2007-AN008). The total annual contract amount of this service is estimated to be \$39,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/ford.pdf> or from Ms. Melissa Saradpon (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, a minimum of three years' experience in providing the same or similar shuttle transportation service for government agency(ies). This minimum three years' experience requirement also applies to the Proposer's Contract Manager as well as to the Proposer's Maintenance Manager.

Proposer must submit copies of valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) driver's licenses and copies of valid DMV Medical Examination Certificates as well as any other required licenses or endorsements required by Federal, State, and local regulations or an affirmative statement that the Proposer shall provide these documents before the start of the proposed contract.

The Proposer shall submit the Maintenance Manager's National Institute for Automotive Service Excellence (ASE) Certification in T-8 Preventive Maintenance Inspection (Medium/Heavy Truck) or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months after the proposed contract start date or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract.

A Proposers' Conference will be held on Wednesday, January 24, 2007, at 1 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, February 7, 2007, at 5:30 p.m. Please direct your questions to Ms. Saradpon at the number above.

Contact Name : MS. MELISSA SARADPON

Contact Phone# : (626) 458-4077

Contact Email : msaradpon@dpw.lacounty.gov

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